Bangalore Water Supply & Sewerage Board

(BWSSB)

REQUEST FOR PROPOSAL

FOR

Project monitoring Consultancy for the work of providing water supply feeder main, construction of Ground Level Reservoirs, Over Head Tanks and allied works for Dr. Shivaram Karantha Layout, Bengaluru.

TENDER DOCUMENT

Office of the Chief Engineer (Projects)
Bangalore Water Supply and Sewerage Board
3rd Floor Cauvery bhavan, K G Road .
Bangalore-09.
email: cep@bwssb.gov.in.
Tel Ph : 08022945108

Particulars of Tender

TENDER REFERENCE:	:	No. BWSSB/CE(P)/ACE(CSt & DCW)/2533 /2024-25 Dt: 28.3.2025
NAME OF THE WORK	:	Project monitoring Consultancy for the work of providing water supply feeder main, construction of Ground Level Reservoirs, Over Head Tanks and allied works for Dr. Shivaram Karantha Layout, Bengaluru.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dtd: 15.04.2025 at 15:00 Hrs
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	Dtd: 16.04.2025 at 16:00 Hrs
EARNEST MONEY DEPOSIT	:	Rs. 2,00,000/- (Rupees Two Lakh only)
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
ADDRESS FOR COMMUNICATION	:	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road. Bangalore-09. email: cep@bwssb.gov.in.

		Tel Ph : 08022945108
CONTRACT DOCCUMENT REFERENCE		Quality and Cost Based Selection (QCBS) as per K/C-4

NOTE:

1. Incomplete bids will not be accepted and will not be considered for bid evaluation

1. The right to accept/reject any or all the bids without assigning any reason at any time prior to the award of Contract vests with Bangalore Water Supply and Sewerage Board.

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Section 1 – Invitation for tender

(Through Karnataka Public Procurement Portal)
IFT No. BWSSB/CE(P)/ACE(CSt & DCW)/2533/2024-25 Dt: 28.3.2025

The Chief Engineer (Projects) invites tender from eligible tenderers, for the work of "Project monitoring Consultancy services for the work of providing water supply feeder main, construction of Ground Level Reservoirs, Over Head Tanks and allied works for Dr. Shivaram Karantha Layout, Bengaluru**"** detailed in the Table below. Tenderers are requested to submit their Tender through Karnataka Public Procurement Portal, EMD and details of their capability to undertake the tender (as detailed in ITT Clause – 4 & 6) in Karnataka Public Procurement Portal. Price tender will be opened only if the consultant who qualifies the minimum qualification criteria specified in ITC for award of contract will be opened.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal** https://kppp.karnataka.gov.inin website only from **1.04.2025 to 15.04.2025** Interested Tenderers may obtain further information by accessing the same website.

2. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the Electronic tender box in website https://kppp.karnataka.gov.in is **15.04.2025** at **15:00 hrs.** The bids will be opened at the office on **16.04.2025** at**16:00 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. The other details can be seen in the tender documents.

Sl. No	**Name of Work**	**Tender Processing Fees**	**Approx Amount put to Tender Rs. in Lakh (Approx)**	**Bid Security Rs. in Lakh**	**Period of completion**
(1)	(2)	(3)	(4)	(5)	(6)
1	Project monitoring Consultancy for the work of providing water supply feeder main, construction of Ground Level Reservoirs, Over Head Tanks and	To be specified by Karnataka Public Procurement portal	**124.40**	**2.00**	**24 Months**

	allied works for Dr. Shivaram Karantha Layout, Bengaluru.				

5. Bid Security shall be paid only through **Karnataka Public Procurement Portal** only. The value of the bid Security is as mentioned in the table above in column no.05.
6. The cost of the tender document once paid will not be refunded.
7. Uploading of signed copy of technical proposal submission form.
8. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
9. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 10:30 hrs to 17:00 hrs.

Office of the Chief Engineer (Projects)
Bangalore Water Supply and Sewerage Board
3rd Floor Cauvery bhavan, K G Road.
Bangalore-09.
email: cep@bwssb.gov.in.
Tel Ph : 08022945108

Or **visit Website** https://kppp.karnataka.gov.in

10. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website https://kppp.karnataka.gov.in
11. Other details can be read from the tender documents.

Sd/-
Chief Engineer
(Projects)
BWSSB

Section 2 – Information to Consultants

1. INTRODUCTION

1.1. The Client named in the "Data Sheet" shall select a firm from amongst the Consultants who have submitted a complete Technical Proposal and Financial Proposal in accordance with the method of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client's satisfaction before work begins on the next stage.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed if any to carry out the services and make available relevant project data and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates in India, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates in India, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b. Consultants or any of their affiliates in India shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a

public official in the selection process or in contract execution; and

ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10. The Consultants shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

TECHNICAL PROPOSAL

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

i. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

ii. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

iii. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

iv. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm’s personnel have a working knowledge of the Client’s official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A).

ii. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iv. A description of the methodology and work plan for performing the assignment (Section 3D). The Consultant should submit this document at the time of the technical presentation.

v. The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

vi. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

vii. Power of Attorney of Authorised Signatory (Section 3G)

viii. Certificate of the Financial Capacity of the Bidder (Section 3H). Certificate from Statutory Auditor / Independent Auditor showing the turnover of the bidder for the last 5 Financial Years.

ix. Details of the Bidder (Section 3I)

x. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any information pertaining to the Financial Proposal. Consultants submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIAL PROPOSAL

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of

documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultant shall express the price of their services as per the information provided in Data Sheet.

3.8 The Consultant should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms of Reference, including all the applicable GST and cesses. In the event of any revision to GST in the future, the quoted rate shall be revised accordingly.

3.9 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly

marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

GENERAL

5.1. From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St)*. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the data sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4After the evaluation of quality is completed, the Client shall notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week

after the notification date. The notification may be sent by electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. The financial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T* = the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from

the Client to ensure satisfactory implementation of the Assignment.

6.3 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract. Before contract negotiations, the Client will require assurances that the experts will be actually available or that suitable replacements with equivalent or better educational qualification and work experience shall be provided by the Consultant. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.4 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client reserves the right to cancel the tender and invite a fresh tender.

6.5 The Client reserves the right to request any further supporting documents from the selected Consultant prior to the signing of the Contract.

7. AWARD OF CONTRACT

7.1. The Consultants whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through the Karnataka Public Procurement Portal only.

7.2. The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET

INFORMATION TO CONSULTANTS

Clause ref	Particulars	Details
1.1	Name of the client	Bangalore Water Supply and Sewerage Board
	Method of selection	Quality and cost based selection (QCBS)
1.2	Technical and financial proposals are requested	Yes
	Name of the assignment	Project monitoring Consultancy for the work of providing water supply feeder main, construction of Ground Level Reservoirs, Over Head Tanks and allied works for Dr. Shivaram Karantha Layout, Bengaluru.
	Objective of the assignment	The primary objective of the assignment is to facilitate project monitoring consultancy services for the work of providing water supply feeder main, construction of Ground Level Reservoirs, Over Head Tanks and allied works for Dr. Shivaram Karantha Layout, Bengaluru.
	Description of the assignment	As per the request of BDA, it is proposed to take up, the construction of 4 Nos. of GLR, 3 Nos. of OHT with allied works and providing water supply feeder main to facilitate water supply for Dr. Shivaram Karantha Layout. Hence, the consultants are supposed to provide the services detailed in ToR.
1.3	Assignment is phase	No
1.4	A pre-proposal conference will be held	Yes
	Date, Time & Venue	07.04.2025 @ 2.30 PM. Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board

		3rd Floor Cauvery bhavan, K G Road Bangalore-09.
	Name, Adress and Telephone numbers of the client's officials	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
1.5	Client will provide the Following inputs	-
1.7.2	The Client envisages the need for continuity for downstream work	-
	The scope, nature, and timing of future work	Outlined in Terms of reference.
1.11	The clauses on fraud and corruption	As per sub clause 2.7.1 of GCC
2.1	Clarifications may be requested upto	One day prior to pre-proposal conference 5 days before the submission date
	Address for requesting Clarification	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
3.1	Proposals should be submitted in the following language(s)	English
3.3	i.Shortlisted consultant may associate with other shortlisted consultant	No
	ii.The estimated number of key professional staff months required for the assignment is	09
	iv.The minimum required experience of proposed key professional staff is:	Please refer TOR
	vi.Reports which are part of the assignment must be written in the following language	English

3.4	vii. Training is an important feature of this Assignment	Yes
	viii. Additional Information in the Technical Proposal includes	As detailed in TOR
3.10	Proposals must remain valid 90 days after the submission date i.e Until	Tenders shall remain valid for a period of ninety days (90) after the deadline date for tender submission.
4.3	Consultants must submit an original and ____ [Number] additional copies of each proposal.	Through KPPP only
4.4	The proposal submission address is:	Through KPPP only
	The information on the outer envelope should also include	Through KPPP only
4.5	Proposals must be submitted no later than the following date and time	15.04.2025 before 1500 Hrs
5.1	The address to send information to the Client is:	cep@bwssb.gov.in
5.3	The number of points to be given under each of the evaluation criteria are	As per Evaluation criteria detailed below (Appendix -1)
5.8	The formula for determining the financial scores is the following:	[Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration]
	The weights given to the technical and Financial Proposals	T= 0.75 , and P= 0.25
6.1	The address for negotiations is	Office of the Chief Engineer (Projects) Bangalore Water Supply and Sewerage Board 3rd Floor Cauvery bhavan, K G Road Bangalore-09. email: cep@bwssb.gov.in. Tel Ph : 08022945108
7.2	The Assignment is expected to commence	From the date of Issue of Work order and entry in an agreement.

	on	

APPENDIX-1- Evaluation criteria.

Minimum Eligibility and Table 1: Details for Technical Evaluation Stage 1

Eligibility criteria for pre-qualification:

1. The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)
2. The Firm must have an ISO: 9001 certification. (A copy of the certificate must be furnished with Technical Proposal)
3. The firm should not have been blacklisted by any government / Non-Government / Private agencies/organizations/institutions and funding agencies as on date of submission of bid**.**
4. The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.
5. Bidders are not allowed to form **Joint venture or Consortium** with other bidders.
6. Subletting/ subcontracting of any part of work is not permitted.
7. Firm having worked in this region is desirable. (In Karnataka & South India)
8. Experience of personnel in consultancy organizations shall only be considered.
9. Experience of the personnel who are presently with the firm for not less than 6 months shall only be considered.
10. The consultants shall be registered and working / worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid
11. The company should not be a loss making in last 5 years. Documentary proof shall be submitted along with Bid.
12. The Firm shall have a minimum annual turnover of Rs.248.8 Lakh in minimum 2 years of the last five years. Documentary proof in the form of attested balance sheet for last 5 years (From 2019-20 to 2023-24) shall be submitted.

A. Technical proposal

The evaluation committee appointed by the Client will carry out its evaluation of qualified firms' technical proposal applying the evaluation

criteria and point system specified below. Each responsive proposal will be attributed a technical score (St).

[Note to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts].

The Bidder shall be evaluated according to the below mentioned parameters –

Sl. No.	Criteria	Marks
1.	**Specific experience of the consultants related to the Assignment**	**10 points**
2.	**Adequacy of the proposed work plan and methodology in response to the TOR**	**30 marks**
3.	**Qualifications and competence of the key professional staff for the Assignment**	**60 marks**
TOTAL		**100 marks**

1. Specific experience of the consultants related to the Assignment -10 points

i. Consultancy Firm must have successfully designed with detailed engineering, supervision/implemented & commissioned one water supply project in last Five Years of total project value not less than **Rs.12.93 crores**.

ii. The Consultant should have experience in Project Management Services which includes design, issue of structural drawings, construction supervision and commissioning of at least one GLR of 5 MLD capacity and above in last 5 years of total project value not less than Rs. 26 crores.

iii. The Consultant should have experience in Project Management Services which includes design, issue of structural drawings, construction supervision and commissioning of at least one OHT of 1 ML capacity and above in last 5 years of total project value not less than Rs. 9.5 crores.

2. Adequacy of the proposed work plan and methodology in response to the TOR-30 points

a)	Methodology	10

b)	Work plan and Innovative solutions for speedy project completion	10
c)	Organization chart and Manning Schedule	10
	Sub Total	**30**

3. Qualifications and competence of the key professional staff for the -60Points Assignment

Sl.No	***Key Personnel/ Experts***	***Qualification***	***Experience in Years***	***Points***
1	Team Leader	BE/B.Tech Civil/Environmental	10	20
2	Design Engineer - Structural	BE/B.Tech Civil & PG in Structures	7	10
3	Design Engineer - Mechanical	BE/B.Tech Mechanical	7	10
4	Design Engineer - Electrical	BE/B. Tech Electrical	7	10
5	Site Engineer-1	BE/B. Tech Civil	5	10
6	Site Engineer-2	BE/B. Tech Civil	5	10
7	Site Engineer-3	BE/B. Ttech Mechanical	5	10
8	Site Engineer-4	BE/B. Tech Electrical/Instrumentation	5	10
9	Quality Engineer	BE/B.Tech Civil/Environmental/Electrical	5	10
	Total			**100**

NOTE:

1. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing / past clients.

Section 3: Technical proposal standard Forms

3A. Technical Proposal Submission Form

3B. Consultant’s References

3C. Comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments

3F. Format of Curriculum Vitae of proposed key professional staff

3G. Time Schedule for professional personnel

3H. Activity (Work) Schedule

3A. Technical Proposal Submission Form

(To be submitted on the Bidder's letterhead)

[Location, Date]

FROM: (Name of Consultant) TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. Bidder's References

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>StartDate(Month/Year):</td><td>Completion Date(Month/Year):</td><td>Approx. Value of Services (Rs. M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader)involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

<u>On the Terms of Reference</u>:

1.

2.

3.

4.

5.

<u>On the Data, Services, and Facilities to be provided by the Client</u>

1.

2.

3.

4.

5.

Authorised Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

3D. Description of the methodology and work plan for performing the assignment.

a) Technical Approach and
b) Methodology, Work Plan, and
c) Organization and Staffing,

(a) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form Appendix-B8.

(c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

3E. Team Composition and Task Assignments

1. Technical/Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. Format of Curriculum Vitae of proposed key professional staff

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality:_____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

_____

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

_____

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

_____

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

_____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____

_____ Date:_____

[Signature of staff member and authorized representative of the Consultant]
Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal(1)
2.																Subtotal(2)
3.																Subtotal(3)
4.																Subtotal(4)

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature:_____

*The Schedule should be for the period of completion of assignment (Authorized Representative)

Full Name:_____

Title:_____

Address**:**_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Month wise Program(inform of Bar Chart) ++ ***[1st,2nd,etc. are months from the start of assignment]***											
Sl.No.	Item of Activity(Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th …….
	_____												
	_____												
	_____												
	_____												
	_____												

++The Program should be period of completion of assignment.

A. Completion and Submission of Reports
As per the ToR

4. Financial Proposal – Standard Forms

4A. Financial Proposal submission form.

4B. Summary of Costs

4C. Breakdown of Costs

4A. Financial Proposal submission form

FROM:(Name of Consultant)	TO:(Name and Address of Client)
_____	_____
_____	_____

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Were main,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

Note: The financial bid shall not be disclosed, if so the tender will be treated technically non-responsive.

4B. Summary of costs

Description of services	Consultancy Fee	
	In	words
Project monitoring Consultancy for the work of providing water supply feeder main, construction of Ground Level Reservoirs, Over Head Tanks and allied works for Dr. Shivaram Karantha Layout, Bengaluru		
a. Review of Contractor's designs and drawings		
b. Construction Supervision and Monitoring		
Total Cost (GST not applicable)		

Important Note: The firms indicating financial price in the Technical proposal will not be considered for evaluation under any circumstances, financial price should be indicated only in the financial Proposal.

Sl. No.	Description	Amount(INR)
i	**Remuneration for Key Professional staff**	
ii	**Their Duty/ Travel to Site**	
iii	**Office supplies, Utilities and**	
iv	**Laptops, Equipments, Documents,**	
	Total Cost(Cost for Evaluation)	

- **GST is not applicable, as this is a service tender.**
- **Important Note:** The firms indicating financial price in the Technical proposal will not be considered for evaluation under any circumstances, financial price should be indicated only in the financial Proposal.

4C. Breakdown of Costs

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.) **	Staff Month	Amount (Rs)
Key professional staff					
Total					

II Support Staff

Sl NO.	**Position**	**Name**	**Staff Month**	**Billing Rate**	**Amount in Rs.**
Total					

III. Transportation

IV. Office Supplies, Communication and contingencies

V .Reports and Document Printing 3sets in each stage

Note: Disclosure of financial bid in technical proposal will be treated has technically non-responsive.

Section 5. Terms of Reference

1. Project Background

BDA has approved and forwarded the detailed cost estimate for implementing the "Work of Providing Feeder main from 5th Stage Transmission Main of Cauvery Water Supply Scheme and Ground Level Reservoirs for Dr.K.Shivarama Karantha Layout, Bengaluru".

As per the request of BDA, the following works are proposed under Dr.K.Shivarama Karantha Layout

1. Work of Providing 1200mm dia Feeder main to 15ML GLR at Sector 3 of DSKL.
2. Work of Providing 400mm dia DI Feeder Main to 5 ML GLR at Sector-1 of DSKL
3. Construction of 5 ML capacity Ground Level Reservoirs and allied works at DSKL-3 Nos.
4. Construction of 15 ML capacity Ground Level Reservoirs and allied works at DSKL- 1 No.
5. Construction of Over Head Tank for Reclaimed Water
   - 1.5 Million Litre with 15 m staging height- 2 Nos.
   - 1.0 Million Litre with 15 m staging height- 1 No.
6. Construction of sub-division office and pump house.

2.0 OBJECTIVES OF THIS ASSIGNMENT

1. Analyze, design the construction drawings (Civil Electrical, Mechanical and Instrumentation) for all aspects of the Pipeline works , GLR, OHT,

sub-division office, pump house & allied works furnished by the contractor and offer comments and to recommend BWSSB to approve for execution.

- On review of survey drawings and issue of GFC drawings with respect to Water Supply network - Approximately 4 Km
- Analyse the Geo Technical Investigation carried out by contractors, based on the geo technical report, the consultants need to prepare the Civil GA, Mechanical GA and issue the Structural drawings (1 set) for GLRs, OHTs, sub division, and other buildings for submission of final drawings in 6 sets from the contractor. Electromechanical design, drawings for GLRs,OHTs, Pump capacity need to be issued by consultants.
- Issue of Structural drawing, Thrust Block, Chambers, valve chambers details also site related special drawing like Trenchless, Drain Crossing, Culvert cross, etc., in Water Supply network
- Pumping main design & Verification and approval of drawing
- Surge analysis verification and approval
- As built drawing approval.
- Verification & issue of GFC drawings for the water supply pipeline network.

2. Assist the Employer and Engineer in carrying out construction supervision, progress monitoring, quality control, testing, test check of invoices, resolution of claim, change in design, and taking over, and safety management of the work.
3. Inspect mechanical and electrical equipment at manufacturers works as and when required and submit an acceptance/rejection report for

considerations of BWSSB engineers who will also witness such equipment inspection along with consultant's inspection engineer(s).

4. Prepare project schedule and render necessary assistance to BWSSB in monitoring the project.
5. The consultant should ensure time bound completion of the works strictly as per the specifications laid down in the tender documents. They will also be responsible and assist the BWSSB Engineers for other project management related activities.

3.0 SCOPE OF WORK

A. REVIEW OF DETAILED DESIGN AND DRAWINGS

- The consultant shall review proof check and furnish comments / advices / recommendations on the acceptability of detailed designs, drawings, data sheets, vender data, including all documents / data / design to be furnished by the contractor of the work at the time of construction / manufacture, erection, commissioning, testing of the works, till takeover of the works by BWSSB in accordance with the conditions of contract applicable. The consultant shall continue to perform this activity till all the designs, drawings, furnished by the contractor are approved as good for construction by the BWSSB on the recommendations of the consultants. Review the design prepared by the contractor including the following:

- Process, hydraulic, plant layout, P&ID, mechanical and electrical, instrumentation and control systems, equipment design, hydraulic flow diagram and plant.
- Civil and Structural designs with reference to BIS and other codes applicable
- Equipment vendor design / drawings / data for all mechanical, electrical equipments instruments and systems
- Final civil/structural drawings and general assembly drawings for all works

B. PROJECT MANAGEMENT AND CONSTRUCTION SUPERVISION

1. Scrutinize construction methods proposed by contractor including environmental and safety issues.
2. Monitor the construction methods by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
3. Supervise and Monitor laying of pipeline work and every stage of Works as per the schedule.
4. Supervise construction works from start to finish by using the modern methods of control. Verify the setting out of the works done by the contractors and ensure that it is as per drawings and designs. Ensure that the works adhere to the levels, alignment and dimensions specified in the approved drawings and designs.
5. Establish Quality assurance system including verification of source of all the material and certification;
6. Issue of QA/QC certification.

7. Verification and issue of Interim Payment certificate (IPC) of each RA bills submitted by the contractor.
8. Supervise the works to ensure conformance of construction works and materials to relevant IS standards/ Bid specifications/Designs/drawings. Approve materials and quality of works based on test results produced by the works Contractor, factory inspection, site testing etc. (Quality control)
9. Factory Inspection of equipment under the project.
10. Monitor and achieve progress with reference to pre-fixed targets drawn up jointly with the Contractors and furnish monthly progress reports in the formats as decided in consultation with the BWSSB.
11. Inspect and certify that the works are completed according to the specifications on final completion before final settlement of bills.
12. Prepare completion of work report for all the works.
13. Obtain As-built drawings for all the works from the contractor, verify the correctness and furnish to the BWSSB. Obtain O&M manual from the contractor after completion and before commissioning the scheme.

1. Prepare monthly project progress reports describing the physical and financial progress of the work, highlighting impediments to the quality and progress of the works and remedial actions, for submission to the Client.
2. In case of dispute, arbitration arising during the PMC services consultants will assist the BWSSB.
3. Conducting monthly/quarterly review meetings and submission of reports on daily basis.

4.0 DELIVERABLES

Monthly Physical and Financial Progress Reports - Describing works and services performed focusing on the designs, contractors' progress and

performance, quality of works, financial status and projections highlighting issues encountered and possible remedies during the reporting month and scheduled activities to be submitted within a week of the end of the reporting period, i.e. last day of every month of beginning of supervision phase;

a. Quarterly Progress Reports and Annual Reports - Describing in detail the implementation progress of all project components with issues highlighted to be within a week of the end of the reporting period i.e. every quarter and end of year;

b. Contract Completion Reports –Draft completion report and Final Completion Report

c. Project Completion Reports

d. Periodic Statement of expenditure

e. Any other reports as per the contract and as required by the BWSSB.

5.0 Timeline

Work execution 24 months from the date of commencement of works by the contractor

6.0 Payments:

The fee quoted for the Project Management will be paid as follows:

Construction Supervision, Inspection of Materials, and Review of Contractor's designs/ drawings

Breakup of Activities

Item No.	Particulars	Percentage to be released of total amount
1	Design and issue of GFC drawings for GLR, OHT and	30%

	other structures.	
2	Construction Supervision and Monitoring	70%
	Total	**100% of Contract price**

Item-1- Review of Contractor's designs and drawings: 30% of Contract price

Sr. No.	**Particulars**	**Percentage to be released**
1	a) On review of survey drawings and issue of GFC drawings with respect to Water Supply feeder main network of approximately 4km. b) On issue of structural drawings for 4 Nos. of GLRs and 3 Nos. of OHT	15% 30%
2	On review of survey drawings and issue of structural drawings (GFC drawings) with respect to following:	
	a) Sub-division office building.	10%
	b) Chlorination unit	10%
3	Issue of Structural drawing, Thrust Block, Chambers, valve chambers details also site related special drawing like Drain Crossing,	10%

	Culvert cross, etc., as per site conditions.	
5	Pumping main design & Verification and approval of drawing	10%
6	Surge analysis verification and approval	5%
7	As built drawing approval	10%
	Total	**100%**

Item-2 -Construction Supervision and Monitoring-65% of Contract Price

The payment for construction supervision and monitoring shall be made proportionately in accordance with the R.A. bills raised by Contractor in the project for actual work done (Financial). Based on the executed cost in the particular period, consultancy fee for the payment shall be worked out in accordance with the approved consultancy fee. (In %) shall be paid. The payment shall be made on monthly basis.

Inspection of materials during construction period

The payment for inspection of materials and equipment shall be reimbursed by contractor (Travel, DA & TA, food) at actual depending on visits and this cost should not be included in quoted price.

8.0 Conditions

i. The PMC firm shall also include a minimum necessary office and support staff. The support staff may be asked to be withdrawn with due prior notice in case of stoppage of work for short duration for reasons beyond control. The PMC shall replace any staff on instruction by Client for poor performance etc.,

ii. The consultant has to quote a lump sum amount for completion of all the tasks

iii. Depending upon the level of supervision required during various phases of implementation, the client shall request the consultant to modify the staffing plan. In such case, the consultant shall change the staffing schedule without any financial liability to the Board.

iv. Due to any reason whatsoever beyond the control of the client, if the work is stopped for more than 30 days, the consultant may demobilize the team with prior intimation to the client and mobilize the team / key personnel / support staff within 15 days upon request by the client to resume the work.

v. Due to any reason what so ever beyond the control of client, if the work extend beyond 24 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication upto next 12 months.

vi. Due to stoppage of work at any stage, BWSSB may ask consultant to demobilize the Consultant with 15 days notice and there shall not be any financial implication to Board from the Consultants due to this.

9.0 The Qualification and Experience Required for Key Staff

Sl.No	***Key Personnel/ Experts***	***Qualification***	***Experience in Years***	***Points***
1	Team Leader	BE/B.Tech Civil/Environmental	10	20
2	Design Engineer - Structural	BE/B.Tech Civil & PG in Structures	7	10
3	Design Engineer - Mechanical	BE/B.Tech Mechanical	7	10
4	Design Engineer - Electrical	BE/B. Tech Electrical	7	10
5	Site Engineer-1	BE/B. Tech Civil	5	10
6	Site Engineer-2	BE/B. Tech Civil	5	10
7	Site Engineer-3	BE/B. Ttech Mechanical	5	10
8	Site Engineer-4	BE/B. Tech Electrical/Instrumentation	5	10
9	Quality Engineer	BE/B.Tech Civil/Environmental/Electrical	5	10

Sl.No	***Key Personnel/ Experts***	***Qualification***	***Experience in Years***	***Points***
	Total			**100**

Note:

1. Only Personnel mentioned in Key Professional Staff will be considered for evaluation in Technical Proposal.
2. All key professional staff shall be permanent employee of the firm for not less than 6 months in the organization.

3. Sub professional staff CV's need not to be submitted.

4. **The number of input for Key professional staff i**ndicated in the above table is the minimum required and the consultants are free to propose any additional experts or man months to meet the objectives of this consultancy assignment. The consultants are free to propose support staff and/or key experts to fulfil the scope of work and, but covering the minimum staff inputs specified in the RFP.

5. Administrative staff personnel (as per Consultant requirement) are also not evaluated in Technical Proposal. But the financials of these positions are not considered in Financial Proposal.

6. Maximum age limit for all key professional experts is 65years.

7. The experiences of key professional experts are preferred to be in Water supply/ sewerage/ Pumping mains related Projects.

8. No Mobilization payment is admissible under the PMC.
9. Once immediately after Agreement Key Professional staffs CV’s shall be submitted for approval and for immediate Mobilization of the same.

Section :6 Contract for Consultant’s Services

Between

_____

[Name of Client]

And

_____

[Name of Consultants]

Dated:

. FORM OF CONTRACT

This CONTRACT (herein after called the "Contract") is made the____day of the month of _____, 200_, between, on the one hand,___(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

"....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely,___and___(hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties here to hereby agree as follows:

1. Thefollowingdocumentsattachedheretoshallbedeemedtoformanintegralpartoft hisContract:

   (a) The General Conditions of Contract(hereinafter called "GC");

   (b) The Special Conditions of contract (herein after called "SC");

   (c) The following Appendices:

   Appendix A: Description of the Services

   Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Services and Facilities to be provided by the Client

Appendix E: Breakdown of Contract Price

Appendix F: Form of Guarantee for Advance Payments

[*Note: If any of these Appendices are not used, the words* "Not Used"*should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By

(Authorized Representative)

[Name of Member]

By
(Authorized

Representative) etc.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.

(e) "GC" means these General Conditions of Contract;
(f) "Government" means the Government of Karnataka;
(g) "Local currency" means Indian Rupee;
(h) "Member," in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.
(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC 4.2 (a);
(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
(n) "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC

1.7 Taxes and Duties

The Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as maybe specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuanttoClause2.7,this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, 'Force Majeure' means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the endof such period.

2.6 Suspension:

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultants, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6

shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works, or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed

serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants, and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities, and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities, and property are not made available to the Consultants as and when so specified, the Parties shall agree on: (i) any time extension that may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities, and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultants in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set is Rs.297.61.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless

otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is not applicable for this Contract.

[1.4 The addresses are:

Client:

Bangalore Water Supply & Sewerage Board (BWSSB)
3rd Floor, Cauvery Bhavan, Kempegowda Road
Bengaluru-560009

Contact Person:
Designation: _____
E-mail: _____
Phone: _____

Consultants:

_____
_____
_____

Contact Person:
Name:
Designation:
E-mail:
Phone: _____

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of e-mail, 24 hours following confirmed transmission;

[1.6 The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) is the

Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to the execution of this Contract.

[1.7.1 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect is the date of signing of the Contract (Effective Date)

[2.2 The commencement date shall be within 30 (thirty) days of the Effective Date (Commencement Date)

[2.3 The Contract Period hereby granted is for a period of 24 months commencing from the Commencement Date.

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. 10lakh for the period of Consultancy;

(3) Client’s liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services. [Note: Fill in the blanks and delete what is not applicable]

[3.5 (c) The other actions are as per Appendix A of the Contract

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

[5.1.(c) The Client shall provide reference / liaison with other Government agencies and departments for the Consultant. The Consultant shall be given access to the relevant agencies / departments in order to complete the project successfully.

The Client shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

[6.2 The amount of Contract is INR _____ GST not applicable**,** as this is a service tender.

[6.4 The account is :

Payments shall be made according to the schedule detailed in Section-5, Terms of Reference, clause-6 of payment :

[6.5 Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.]

[7.2 of GCC Disputes shall be settled by arbitration in accordance with the following provisions.

- If any dispute arises between the parties in connection with, or arising out of, the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

  a) Additional Chief Engineer, BWSSB as Employer representative,

  b) The "Consultancy", and

  c) The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB's decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

- The procedure for arbitration shall be as follows:

  (a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

  (b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

  (c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

  (d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

- <u>Selection of Arbitrators:</u>

  Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing

agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees. Upon receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

8.0. The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank

/schedule bank payable at Bangalore.

III. APPENDICES

3 Appendix A: Description of the Services

[Gives detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

4 Appendix B: Reporting Requirements

[List format, frequency, contents of reports, and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable"]

5 Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles (and names, if already available), detailed job descriptions, minimum qualifications, experience of Key Personnel to be assigned to work, and staff-months for each.

C-2 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 through C-2.]

6 Appendix D: Services and Facilities to be provided by the client

[List here under: F-1 Services, facilities, and property to be made available to the Consultants by the Client.]

7 Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)

2. Reimbursable expenditures:

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

NOT APPLICABLE